

B.S.REF.

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ANNO REGNI

G E O R G I I

R E G I S

Magnæ Britanniae, Franciæ, & Hiberniæ,

S E X T O.

At the Parliament begun and holden at Westminster, the Seventeenth Day of March, *Anno Domini* 1714, in the First Year of the Reign of our Sovereign Lord GEORGE, by the Grace of God, of *Great Britain, France, and Ireland*, King, Defender of the Faith, &c.:

And from thence continued, by several Prorogations, to the Twenty-third Day of November 1719; being the Fifth Session of this present Parliament.



L O N D O N :

Printed by GEORGE EDWARD EVANS and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty.

1856.





ANNO SEXTO

GEORGII REGIS.

Cap. 29.

An Act for annexing the late Duke of *Shrewsbury's* Estate to the Earldom of *Shrewsbury*, and confirming *Gilbert Earl of Shrewsbury's* Settlement, in order thereto ; and for other Purposes therein mentioned.

W HEREAS the Most Noble *Charles Earl and Duke of Shrewsbury*, by Indentures of Lease and Release, bearing Date respectively the Thirtieth and One-and-Thirtieth Days of October, which was in the Year of our Lord One thousand seven hundred ; and the Release being Tripartite, and made or mentioned to be made between the said Duke of the First Part, the Right Honourable *Sidney Lord Godolphin* and *William Talbot* (both since deceased) of the Second Part, and the Reverend Doctor *William Talbot* (then Bishop of *Oxford*, and) now Bishop of *Salisbury*, and Sir *John Talbot* and *John Arden* (both since deceased) of the Third Part ; after Failure of *Isaac Male* of his Body, and other Usars since determined, did settle all and every the Manors, Messuages, Farms, Advowsons, Rectories, Tythes, Lands, Tenements, and Hereditaments whatsoever of the said *Charles Duke of Shrewsbury*, situate, lying, and being in the several Counties of *Salop*, *Worcester*, *Berks*, *Chester*, *Stafford*, *Oxford*, *Wiltz*, and *Derby*, any or either of them, or elsewhere in the Kingdoms of *England* or *Ireland*, wheredof or wherein the said Duke or any other Person or Persons in trust for him had

Indentures
of Lease and
Release,
dated 30th
and 31st Oc-
tober 1700,
being the
Settlement
made by the
late Duke of
Shrewsbury.

any Estate of Inheritance in possession, reversion, remainder, or expectancy; together with all and singular their and every of their Rights, Royalties, Franchises, Privileges, Members, and Appurtenances, to the Uses following; (that is to say,) to the Use and Behoof of *George Talbot Esquire* (Third Son of *Gilbert Talbot* of *Betchcot* in the County of *Worcester*, Esquire, Uncle of the said *Charles Duke of Shrewsbury*), for and during the Term of his natural Life, without Impeachment of Waste; Remainder to Trustees to preserve contingent Remainders; Remainder to the First and other Sons of the said *George Talbot* successively in Tail Male; and for Waste of such Issue to the Use and Behoof of *John Talbot Esquire* (eldest Son and Heir of *Thomas Talbot Esquire*, late of *Longford* in the County of *Salop*, deceased), for and during the Term of his natural Life, without Impeachment of Waste; Remainder to Trustees to preserve contingent Remainders; Remainder to the First and other Sons of the said *John Talbot* successively in Tail Male; and for Want of such Issue to the Use of the said *Sir John Talbot*, Party to the said Indenture for Life, with Remainder to his First and other Sons successively in Tail Male; and for Waste of such Issue, to the Use of the said *Charles Duke of Shrewsbury*, his Heirs and Assignees for ever; with Power to make Jointures and Leases as therein mentioned: And whereas the said *Charles Duke of Shrewsbury*, in and by his last Will and Testament in Writing, bearing Date on or about the Nineteenth Day of July which was in the Year of our Lord One thousand seven hundred and twelve, reciting that since the making the said recited Settlement he had purchased the Manors or Lordships of *Danthropp* alias *Danthorpe*, and *Shovell* alias *Sowell*, and divers Freehold Messuages, Granges, Lands, Tenements, and Hereditaments lying and being in the Parishes, Villages, Fields, and Hamlets of *Heathropp*, *Swarford*, *Great Tew*, and *Little Tew*, and elsewhere in the County of *Oxford*; and likewise had purchased a Tenement or Farm called *Broadstone Farm*, lying and being in the Town and Fields of *Danthropp*, *Chalford*, *Lidstone*, and *Broadstone* in the said County of *Oxford*, which was held by Lease from the Principal and Scholars of *King's Hall College of Brazen Nose* in the University of *Oxford*, which he was desirous should be settled, limited, and enjoyed to the same Uses and by the same Person and Persons as his Manors, Messuages, Lands, and Hereditaments mentioned and comprised in the said recited Indenture Tripartite are settled and limited unto and upon, did thereby give and devise all his aforesaid Manors, Messuages, Lands, Tenements, and Freehold Hereditaments by him purchased as aforesaid, lying and being in the Parishes, Villages, Fields, and Hamlets of *Heathropp*, *Swarford*, *Great Tew*, and *Little Tew*, and elsewhere in the County of *Oxford*, to the said *William Talbot* Lord Bishop of *Oxford*, *Sir John Talbot*, *John Arden*, and their Heirs, to the Use of the Person and Persons, and subject to the same Limitations, Powers, Provisions, and Restrictions as the Manors, Lands, and Hereditaments mentioned and comprised in the aforesaid Indenture Tripartite are limited and settled; and thereby did give and devise all his Estate, Rights, Title, Interest, and Term of Years of, in, and unto certain Messuages, Lands, and Tenements called *Broadstone Farm* to the said Trustees, their Executors and Administrators, upon trust that they should from Time to Time and

Uses of the Settlement.

Recital of the Duke's Will, 1712.
July 1712.



and at all Times permit and suffer such Person and Persons as should by virtue of the aforesaid Devise be entitled to hold and enjoy the aforesaid Freehold Premises to receive, take, and enjoy the Rents, Issues, and Profits of the said Farm; and further reciting, that by the aforesaid Indenture Tripartite all his Manors, Lands, Tenements, and Hereditaments in the Counties of *Cheseter, Stafforid, Oxford, and Wilts*, and elsewhere in the Kingdoms of *England* and *Ireland*, whereof no Use is therein before limited, stood charged, after his Decease, and Failure of Issue Male of his Body, with the Payment of such just Debts as then should be owing by him, and which his Personal Estate should not be sufficient to pay; and all Annuities and other Sums of Money he should give or appoint to be raised by Deed or Will, attested by Two or more creditable Witnesses, he the said Duke did bequeath to his Servants and others several Annuities for their respective Lives: And whereas the said *Charles Duke of Shrewsbury*, on or about the First Day of *February* One thousand seven hundred and seventeen departed this Life, without leaving any Issue, whereby the Honour, Title, and Dignity of Earl of *Shrewsbury*, and the Reversion and Inheritance of the aforesaid Manors, Lands, Tenements, Hereditaments, and Premises, descended and came to the Right Honourable *Gilbert now Earl of Shrewsbury*, eldest Son and Heir of the said *Gilbert Talbot of Batheaston* aforesaid, Esquire, Uncle of the said Duke: And whereas the Personal Assets of the said Duke are sufficient to pay the said Duke's Debts, Funerals, and Legacies, with a very great Overplus, so that the Manors, Lands, Tenements, and Hereditaments by the said recited Indenture Tripartite of Settlement and last Will and Testament subject to the Payment of the said Annuities thereon charged ought to be enjoyed by the said *George Talbot*, and such Persons, and in such Manner as the same are thereby settled: And whereas the said *Sir John Talbot* dyed without Issue Male in the Lifetime of the said Duke of *Shrewsbury*: And whereas the said *Gilbert Earl of Shrewsbury* is resolved not to marry, and being desirous to pay a due Observance to the Intentions of the said Duke, expressed in the said Settlement and Will, hath persuaded the said *George Talbot*, his younger Brother, to marry the Honourable *Mary Fitz-William*, Sister to the Right Honourable *Richard Lord Viscount Fitz-William of Merion* in the Kingdom of *Ireland*; and by Indentures of Lease and Release, bearing Date respectively the Third and Fourth Days of *March* in the Year of our Lord One thousand seven hundred and eighteen, and the Release being Quinquepartite, and made or mentioned to be made between the said *Gilbert Earl of Shrewsbury* and *George Talbot* of the First Part, the said *Richard Lord Viscount Fitz-William* and *Mary Fitz-William* of the Second Part, the Right Honourable *George Earl of Cardigan*, *William Lord Bishop of Salisburie*, *Sir John Stanley Knight*, and *Charles Talbot Esquire* (eldest Son and Heir Apparent to the said *William Lord Bishop of Salisburie*) of the Third Part, the Right Honourable *Richard Lord Lundy* and the said *John Talbot* of the Fourth Part, *Sir John Webb Baronet*, *George Pitt Esquire*, and *Nevil Ridley Esquire* of the Fifth Part, (reciting the said Settlement and Will made by the said *Charles Duke of Shrewsbury*,) in consideration of a Marriage then intended between the said *George Talbot* and *Mary Fitz-William*, and Thirteen thousand Pounds

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Portion, they the said *Gilbert Earl of Shrewsbury, George Earl of Cardigan, William Lord Bishop of Salisbury, and Sir John Stanley*, according to their respective Estates and Interests, did grant and convey unto the said *Richard Lord Lumley, Nevill Ridley, and their Heirs*, all those the said Manors of *Dunthorpe and Shoswell alias Soswell* in the County of *Oxon*, and all the said Freehold Messuages, Granges, Lands, Tenements, and Hereditaments situate, lying, and being in the Parishes, Villages, Fields, and Hamlets of *Heathcote, Soswell, Great Tew, and Little Tew*, in the said County of *Oxford*; and also all and every the said Manors, Freehold Messuages, Farms, Advowsons, Rectories, Tythes, Lands, Tenements, and Hereditaments, situate, lying, and being in the several Counties of *Salop, Worcester, Berke, Chester, Stafford, Oxford, and Wilts*, or elsewhere in the Kingdoms of *Great Britain or Ireland*, (except all Manors, Lands, Tenements, and Hereditaments in the County of *Middlesex*, and except the said *Leasehold Farm called Broadstone Farm*, and also except the *Manor of Cokney*, and all and every the Messuages, Cottages, Mills, Lands, Tenements, Meadows, Leasows, Closes, Coppices, Wood Grounds, Bulkeries of Salt Water or Salt Fatis, Walling Rents and Hereditaments whatsoever, which were late the Estate of the Honourable *Gilbert Talbot Esquire*, deceased, late Father of the said *Gilbert Earl of Shrewsbury and George Talbot*, situate, lying, and being in *Cokney, Upton Warren, Elmbridge, Piorshill Green, Timber Hanger, Bromsgrove, Dodderhill, and Droitwich*, and elsewhere in the said County of *Worcester*, and other the Manors, Lands, Tenements, and Hereditaments which were the Estate and Inheritance of *Gilbert Talbot late of Boscoupe in the said County of Worcester*, Esquire, deceased, Father of the said *Gilbert Earl of Shrewsbury and George Talbot*), to hold (except as before excepted) to the said *Richard Lord Lumley and Nevill Ridley, and their Heirs*, to the Uses following; (that is to say,) immediately after the Solemnization of the said Marriage, then as for, touching, and concerning the said Manors, Lands, Tenements, and Hereditaments in the said Counties of *Salop, Worcester, and Berks*, to the Use of the said *Richard Lord Viscount Fitz-William and George Pitt*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, if the said *George Talbot and Mary Fitz-William* shall jointly so long live, upon trust to raise the annuall Sum of Four hundred Pounds, Tax-free, for the said *Mary*, during the said Term for her separate Use; and upon further trust, to permit and suffer the said *George Talbot* to receive the Residue of the Rents and Profits during the said Term; and as for, touching, and concerning the said Manors, Lands, Tenements, and Hereditaments limited in Use to the said *Richard Lord Viscount Fitz-William and George Pitt* for Ninety-nine Years, determinable as aforesaid; and as for and concerning all and every other the said Manors, Lands, Tenements, Hereditaments, and Premises by the said Indenture bargained and sold (except as therein is excepted), to the Use of the said *George Talbot* for Life, without Impeachment of Waste; Remainder to Trustees to preserve contingent Remainders; and after his Decease to the Use, Intent, and Purpose that the said *Mary Fitz-William* should have and receive out of all the said Manors, Lands, Tenements, Hereditaments, and Premises, the annuall Sum of Fifteen hundred Pounds, Tax-free, for her

her Life, for her Jointure, with Power of Distress for Nonpayment thereof; and, charged and chargeable therewith, to the Use of the said *Richard Lord Viscount Fitz-William* and *George Pitt*, their Executors, Administrators, and Assigns, for Two hundred Years, without Impeachment of Waste, for the better raising the said Rentcharge of Fifteen hundred Pounds, and securing the same; and after the Expiration or other sooner Determination of the said Term of Two hundred Years, to the Use of the First and other Sons of the said *George Talbot* on the Body of the said *Mary Fitz-William* to be begotten in Tail Male successively; and for Want of such Issue as to the said Manors, Lands, Tenements, and Hereditaments in the said Counties of *Worcester*, *Salop*, and *Berks*, to the Use of the said *Richard Lord Viscount Fitz-William*, *Sir John Webb*, and *George Pitt*, their Executors, Administrators, and Assigns, for Five hundred Years, without Impeachment of Waste, upon trust for raising Twenty thousand Pounds, and Maintenage for the Daughters of the said *George Talbot* on the Body of the said *Mary Fitz-William* to be begotten, in case they shall have no Issue Male; and as to the said Manors, Lands, Tenements, and Hereditaments in the said Counties of *Worcester*, *Salop*, and *Berks*, from and after the Determination of the said Term of Five hundred Years, and all other the said Manors, Lands, Tenements, and Hereditaments from and after the several Determinations of the several Estates theretofore limited, to the Use of the First and all other the Sons of the said *George Talbot* on the Body of any after-taken Wife to be begotten in Tail Male successively; and for Want of such Issue, to the Use of the said *John Talbot* of *Longford*, for and during the Term of his natural Life, without Impeachment of Waste; Remainder to Trustees to preserve contingent Remainders; Remainder to the First and other Sons of the said *John Talbot* in Tail Male successively; in which said Indenture of Release there is comprised a Power to the said *George Talbot*, and also to the said *John Talbot*, when he shall be in the actual Possession of the said Manors and Premises, to make Joynitures to any Women they should marry, not exceeding the yearly Value or Sum of Two thousand Pounds a Year, with Power also to lease the said Manors, Lands, Tenements, and Hereditaments (except as therein is excepted) for One-and-twenty Years or Three Lives; and by the said Indenture the said *William Lord Bishop of Salisbury* did assign the said Lease of *Broadstone Farm* to the said *Lord Lumley* and *Newell Ridley*, upon trust that they should permit and suffer such Persons as by virtue of the aforesaid Limitations hold and enjoy the Freehold Premises thereby granted to receive and take the Rents, Issues, and Profits of the said Farm; and reciting in the said Indenture of Release that after the Death of *Gilbert Earl of Shrewsbury*, *George Talbot*, and *John Talbot*, and Failure of Issue Male of their respective Bodies, the Title, Honour, and Dignity of Earl of *Shrewsbury* will, by virtue of Letters Patents of Creation of the said Earldom, made and granted by King *Henry the Sixth* to *John First Earl of Shrewsbury*, and the Heirs Male of his Body, by Course of Descent and *per stirram* Descent, come to the said *William Lord Bishop of Salisbury* and the Heirs Male of his Body, it was by the said Indenture agreed that the said *Gilbert Earl of Shrewsbury*, *George Talbot*, *John Talbot*, *William Lord Bishop of Salisbury*, and *Charles Talbot* should use their humble Application for

Agreement to apply for the Act of Parliament.

for obtaining a Private Act of Parliament, and give their Consent thereto, for settling the said Manors, Lands, Tenements, Hereditaments, and Premises on the said *William* Lord Bishop of *Salisbury*, and the Issue Male of his Body, after the Death of the said *Gilbert Earl of Shrewsbury*, *George Talbot*, and *John Talbot*, and Failure of Issue Male of their Bodies, in such Manner as should be advised, as is and by the said Indenture, Relation being thereto had, may more fully and at large appear: And whereas the said *Gilbert Earl of Shrewsbury* is desirous that the said Settlement should be further extended, in such Manner as is herein-after mentioned, and that the said Manors, Lands, Tenements, and Hereditaments should be annexed to and go along with the said Honour, Title, Name, and Dignity of Earl of *Shrewsbury*, in such Manner as is herein-after expressed, for the better and more honourable Support of the said Name, Dignity, and Title, which cannot be done without an Act of Parliament: Wherefore may it please Your most Excellent Majesty, at the humble Petition of the said *Gilbert Earl of Shrewsbury*, *George Talbot*, *John Talbot*, *William Talbot* Lord Bishop of *Salisbury*, and *Charles Talbot*, Son and Heir Apparent of the said Bishop of *Salisbury*, *Edward Shorington* and *Henry Talbot*, younger Sons of the said *William* Lord Bishop of *Salisbury*, that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said recited Indentures of Lease and Release, bearing Date the said Third and Fourth Days of March One thousand seven hundred and eighteen, being the Settlement made on the Marriage of the said *George Talbot* with the said *Mary Fitz-William*, and all and every the Uses, Trusts, and Estates therein mentioned, limited, and declared, is, are, and shall be hereby ratified and confirmed; and that the said *George Talbot* and his First and other Sons, and the Heirs Male of their Bodies respectively, and the said *Mary* his Wife, and the said *John Talbot* of *Longford*, and his First and other Sons, and the Heirs Male of their Bodies respectively, and all and every other Person or Persons to whom any Use, Trust, Estate, Rent, Remedy for the same, or other Power or Interest is by the said recited Marriage Settlement granted or limited, shall be enabled to take, hold, and enjoy, and shall and may have, hold, and enjoy, the said Manors, Lands, Tenements, Hereditaments, and Premises respectively, according to the true Intent and Meaning of the said Marriage Settlement, any Law or Statute to the contrary thereof notwithstanding; subject nevertheless to the Joynture of the Most Noble *Adelaide* Dutchess of *Shrewsbury* for her Life, and to the several Aumulies charged on some of the said Manors by the said last Will and Testament of the said Duke of *Shrewsbury*, and to the Remedies thereby given for recovering the same.

Settlement
on Earl
Gifford for
Life.

II. And be it further enacted by the Authority aforesaid, That after the Decese of the said *George Talbot* and *John Talbot*, and Failure of Issue Male of their respective Bodies, all and every the Manors, Messuages, Farms, Advowsons, Rectories, Tythes, Lands, Tenements, and Hereditaments whatsoever of the said Duke, situate, lying, and being in the several Counties of *Sussex*, *Worcester*, *Perks*, *Chester*, *Stafford*, *Oxford*, *Wiltshire*, and *Derby*, any or either of them,

or

or elsewhere in the Kingdoms of Great Britain or Ireland, whereof or wherein the said Duke at the Time of his Decease, or any other Person or Persons in trust for him, had any Estate of Inheritance, in possession, reversion, remainder, or expectancy, together with all and singular their and every of their Rights, Royalties, Franchises, Privileges, Members, and Appurtenances, (except all Lands, Tenements, and Hereditaments in the County of *Middlesex*, and also except the Manor of *Cocksey*, and all and every the Messuages, Cottages, Mills, Lands, Tenements, Meadowes, Lounses, Closes, Cop-pices, Woods, Wood Grounds, Buildings of Salt Water or Salt Fette, Walling Rents, and Hereditaments whatsoever, which were late the Estate of the Honourable *Gilbert Talbot* Esquire, deceased, late Father of the said *Gilbert Earl of Shrewsbury* and *Mary Talbot*, Wife of the said *George Talbot*; and, subject to the said Annuitas given by the said Duke, and to the respective Remedies for recovering the same respectively, and to such Joyniture, Leases, Rentcharges, and other Charges and Estates as shall by virtue of the Powers in the said recited Indenture Quinquepartite of Release, dated the Fourth Day of March One thousand seven hundred and eighteen, or in this present Act, contained, be granted, made, or charged thereon or on any Part thereof, shall be and remain to the Use and Behoof of the said *Gilbert Earl of Shrewsbury* for and during the Term of his natural Life, without Impeachment of or for any manner of Wast; and from and after the Determination of that Estate to the Use and Behoof of the said *Richard Lord Lucy* and his Heirs, during the natural Life of the said *Gilbert Earl of Shrewsbury*, upon trust only to preserve the contingent Uses and Estates herein-after mentioned from being destroyed, or discontinued, but nevertheless in trust to permit and suffer the said *Gilbert Earl of Shrewsbury* to receive the Rents, Issues, and Profits of the Premises during his natural Life; and from and after his Decease to the Use and Behoof of the First Son of the Body of the said *Gilbert Earl of Shrewsbury* lawfully to be begotten, and the Heire Male of the Body of such First Son lawfully issuing; and for Default of such Issue to the Use and Behoof of the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and all and every other Son and Sons of the Body of the said *Gilbert Earl of Shrewsbury* lawfully to be begotten, severally and successively one after another as they and every of them shall be in Seniority of Age and Priority of Birth, and of the several and respective Heire Male of the Body or Bodies of all and every such Son and Sons issuing, the elder of such Sons and the Heire Male of his Body issuing being always preferred and to take before the younger of such Sons and the Heire Male of his or their Bodies issuing; and for Default of such Issue to the Use and Behoof of all and every Person and Persons, having Issue Male of the Body of the said *John First Earl of Shrewsbury*, to whom the said Title, Honour, and Dignity of Earl of Shrewsbury shall after the Decease of the said *Gilbert Earl of Shrewsbury*, *George Talbot*, and *John Talbot*, without Issue Male

Exemption.

Resumption
to his First
and other
Sons.Resumption
to the Issue
of the First
Earl to whom
the Earlship
shall go
second.

of their respective Bodies, by virtue of the said Letters Patents of Creation of the said Earldom, descend and come, severally and successively one after another as they and every of them shall succeed to and inherit the said Earldom, and of the several and respective Heirs Male of the Body and Bodies of all and every such Person and Persons having, to attend and wait upon the said Earldom, and to be annexed to and descend with the same.

Sealed
Estates
not to be
alienated
by Earl of
Shrewsbury or
the Heirs of his
Body, or by
George or
John Talbot.

III. And be it further enacted by the Authority aforesaid, That the said *Gilbert Earl of Shrewsbury*, and the Heirs Male of his Body, *George Talbot* and *John Talbot*, any or either of them, shall not, by him or themselves, or together with any other Person or Persons whatsoever, alien, grant, or convey away any of the said Manors, Messuages, Farms, Adwances, Rectories, Tythes, Lands, Tenements, and Hereditaments hereby settled, or any Part thereof, nor do any other Act or Deed whatsoever which shall or may be to the Prejudice or Disinherison of any Person or Persons to whom any Remainder or Estate in the Premises is limited, confirmed, or appointed to descend or come by this present Act of Parliament after the Decesse of the said *Gilbert Earl of Shrewsbury*, *George Talbot*, and *John Talbot*, and that all and every Alienation, Fine, Recovery, and Conveyance, and every Act whatsoever, to be made, levied, suffered, or done by the said *Gilbert Earl of Shrewsbury*, or the Heirs Male of his Body, *George Talbot*, and *John Talbot*, any or either of them, by him or themselves, or together with any other Person or Persons whatsoever, shall be and are hereby declared to be null and void as against every Person and Persons to whom any Remainder or Estate in the Premises is hereby limited, confirmed, or appointed to descend or come, after the Decesse of the said *Gilbert Earl of Shrewsbury*, *George Talbot*, and *John Talbot*.

Power for
George Talbot
to make
Portions for
Daughters.

IV. Provided always, and be it further enacted by the Authority aforesaid, That it shall and may be lawfull to and for the said *George Talbot*, Son of *Gilbert Talbot* of *Batheaston*, in case he shall have Issue by the said *Mary* his now Wife or any after-taken Wife a Son, and also younger Child or Children, Sons or Daughters, at any Time during his natural Life, by any Writing under his Hand and Seal, to be attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, to be attested as aforesaid, to grant, lease, limit, devise, or appoint all or any the said Manors, Lands, Tenements, and Hereditaments, or any Part thereof (except the said Manor, Lands, Tenements, and Hereditaments in the County of *Gorford*), to any Person or Persons, for the Term of Ninety-nine Years, to commence from the Decesse of the said *George Talbot*, upon trust only for raising any Sum of Money not exceeding in the whole the Sum of Fifteen thousand Pounds for the Portion of the Daughter or Daughters of the said *George Talbot* (subject nevertheless to the Joynture of the said *Adelaide* Duchess of *Shrewsbury* and of the said *Mary Talbot*, and to the said Annuities, and to such Leases, Joyntures, Charges, and Estates as shall happen to be thereof made by virtue of any the Powers in the said recited Settlement or in this present Act contained), the same to be paid to such Daughter or Daughters respectively when and if such Daughter or Daughters shall respectively attain the Age of One-and-twenty Years, or be married, and

not

not otherwise, and in such Proportions, and with such Maintenance, not exceeding Five Pounds *per Centum per Annum*, till Payment, as the said *George Talbot* shall by any Writing, attested by Two or more credible Witnesses, direct or appoint; and also to charge the said Premises (except before excepted) with Annuities or Rentcharges for the younger Sons respectively, during their respective Lives only, so as no One Annuity to any younger Son exceed the Sum of Two hundred Pounds a Year, and so as no such Annuity be prejudicial to the precedent Charges on the said Manors and Premises.

V. Provided always, and be it further enacted, That if the said *Mary*, now Wife of the said *George Talbot*, shall dye in the Lifetime of the said *George Talbot*, Son of *Gilbert Talbot of Batacombe*, without any Issue, and he shall marry again, and shall have no Issue Male, and One or more Daughter or Daughters, that then and in such Case it shall and may be lawfull to and for the said *George Talbot*, by any Writing under his Hand and Seal, attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, attested as aforesaid, to grant, lease, limit, devise, or appoint all or any the said Manors, Lands, Tenements, Hereditaments, and Premises (except the said Manors, Lands, Tenements, Hereditaments, and Premises in the said County of *Oxford*,) to any Person or Persons, for the Term of Four hundred Years, to commence from and after the Decesse of the said *George Talbot* and of the said *John Talbot*, and Failure of Issue Male of their respective Bodies, and subject to the Joyntures and Annuities aforesaid, and to such other Lenses and Charges as shall be thereon by virtue of any the Powers in the said recited Settlements or this present Act contained, upon trust only for raising any Sum or Sums not exceeding in the whole the Sum of Twenty thousand Pounds of lawfull Money for the Portion or Portions of such Daughter or Daughters, the same to be raised and paid to them respectively, at their respective Ages of One-and-twenty Years or Days of Marriage, which shall first happen, after the Commencement of the said Term of Four hundred Years; and in case such Daughter or Daughters shall attain the said Age of One-and-twenty Years, or be married before the Commencement of the said Term, then within Six Months after the Commencement thereof, with Maintenance till Payment, not exceeding the Interest of the Portion or Portions: Provided, that if any such Daughter or Daughters shall happen to dye unmarried before she or they shall respectively attain the Age of One-and-twenty Years, the Portion or Portions of the Daughter or Daughters so dying shall not be raised.

Provision
for Daugh-
ters of
George Tal-
bot by a
future Wife.

VI. Provided also, and be it further enacted, and declared by the Authority aforesaid, That it shall and may be lawfull to and for the said *George Talbot*, (Son of the said *Gilbert Talbot of Batacombe*,) from Time to Time during his natural Life, by any Indenture or other Writing or Writings under his Hand and Seal, testified in the Presence of Two or more credible Witnesses, to make or grant any Lease or Leases, Estate or Estates of the said Manors, Lands, Tenements, Hereditaments, and Premises, or any Part thereof (except the said Manors, Lands, Tenements, Hereditaments, and Premises in the said County of *Oxford*), without Prejudice to the said Joyntures or Annuities or any other precedent Charges thereon, for the Term of

Power for
*George Tal-
bot* to raise
10,000*l.* for
the Sisters.

Three

Three hundred Years, to commence from and after the Decease of the said *George Talbot* and *John Talbot* of *Langford*, and Failure of Issue Male of their respective Bodies, upon trust, in case the said *George Talbot* shall dye without any Issue of his Body, Male or Female, living at his Death, or born alive after his Decease, and *Anne Talbot* and *Mary Talbot*, Daughters of *Anne Talbot*, late Sister of the said *George Talbot*, or any Issue of their Bodies, shall happen to be then living, to raise by Sale or Mortgage of the Premises to be comprised in the said Term of Three hundred Years, or of a competent Part thereof, after the Commencement of the said Term, and not before, such Sum or Sums of Money not exceeding in the whole the Sum of Ten thousand Pounds, for the Portions of the said *Anne Talbot* and *Mary Talbot* the Daughters, together with such Maintenance for their Portions, not exceeding Five Pounds per Centum per Annum, as the said *George Talbot*, by any Deed or Writing to be by him signed and sealed in the Presence of Two or more credible Witnesses, or by his last Will and Testament in Writing, attested as aforesaid, shall direct or appoint; the same to be paid to such Daughter or Daughters or their Issue at her or their Age of One-and-twenty Years, or Day of Marriage, which shall first happen, after the Commencement of the said Term of Three hundred Years; and if such Daughter or Daughters shall attain the said Age of One-and-twenty Years or be married before the Commencement of the said Term, then within Six Months after the Commencement thereof: Provided nevertheless, that if the said *Anne Talbot* and *Mary Talbot* the Daughters dye without Issue before she or they attain the Age of One-and-twenty Years, and unmarried, then the said Portion or Portions shall not be raised.

Powers for
George Talbot
to raise
a sum.

VII. Provided always, and be it further enacted and declared by the Authority aforesaid, That if the said *George Talbot*, (Son of *Gilbert Talbot*,) shall happen to dye without any Issue of his Body, Male or Female, living at his Death, that then and in such Case it shall and may be lawful to and for the said *George Talbot*, (Son of the said *Gilbert Talbot*,) from Time to Time during his natural Life, by any Deed or Writing under his Hand and Seal, attested by Two or more credible Witnesses, to grant, lease, limit, or appoint the said Manses, Lands, Tenements, Hereditaments, and Premises, or a competent Part thereof (except the said Premises in the County of *Oxon*), for the Term of One hundred Years, to commence from the same *George Talbot's* Death without Issue, upon trust for raising any Sum of Money not exceeding the Sum of Five thousand Pounds, to be applied to such Uses as the said *George Talbot*, Son of the said *Gilbert Talbot*, shall in like Manner direct or appoint.

Settled
Estates
not to be
alienated.

VIII. And be it further enacted by the Authority aforesaid, That neither the First or any other Son or Sons of the Body of the said *George Talbot*, (Son of the said *Gilbert Talbot*,) or of the Body of the said *John Talbot* of *Langford*, nor any the Heirs Male of the Body or Bodies of any such Son or Sons, nor any other Person or Persons, his or their Heirs Male of his or their Body or Bodies issuing, to whom any Estate of Inheritance of or in the Premises or any Part thereof shall hereafter come, descend, or accrue by force or means of this present Act of Parliament, shall alien, give, grant, bargain, sell, or otherwise convey away any of the said Manses, Messuages, Advowsons,

Advowsons, Tythes, Lands, Tenements, Hereditaments, or any other the Premises hereby settled, or any Part thereof, nor any other Thing do which shall or may be to the Disinherition of the Heirs inheritable by force of the said recited Settlement or this present Act of Parliament, or of any Person or Persons to whom any Remainder is limited by the said recited Settlement or this present Act of Parliament, or whereby any of them shall be barred or put from Entry into the Premises; and that all and every Alienation, Conveyance, Fine, Recovery, Gift, Grant, Bargain, and Sale, and every other Act whatsoever, to be made, suffered, or done by any of the Persons respectively to whom the Premises are respectively before assured, conveyed, or limited by the said recited Settlement or this present Act of Parliament shall be for ever after the Death of the Alienor utterly void, and shall be so deemed and adjudged in the Law: Provided nevertheless, that neither the First nor any other Son or Sons of the Body of the said *George Talbot*, or of the Body of the said *John Talbot*, or of the Body of the said *Gilbert Earl of Shrewsbury*, nor any the Heirs Male of the Body or Bodys of any such Son or Sons issuing, nor any other Person or Persons, his or their Heirs Male of his or their Body or Bodys issuing, to whom any Estate of Inheritance of or in the Premises or any Part thereof shall hereafter come, descend, or accrue by force or means of this present Act of Parliament, who shall within Six Months after be or they shall attain the Age of Eighteen Years take the Oaths appointed to be taken instead of the Oaths of Supremacy and Allegiance by an Act of Parliament made in the First Year of the Reign of Their late Majesties King *William* and Queen *Mary*, intituled *An Act for the abrogating the Oaths of Supremacy and Allegiance, and appointing other Oaths*, and also subscribe the Declaration set down and expressed in an Act of Parliament made in the Thirtieth Year of the Reign of the late King *Charles the Second*, intituled *An Act for the more effectual preserving the King's Person and Government by disabling Papists from sitting in either House of Parliament*, to be by him or them made, repeated, and subscribed in the Courts of Chancery or King's Bench or Quarter Sessions of the County where he or they shall reside, and who shall from thenceforth continue a Protestant until he or they attain the Age of One-and-twenty Years, shall, after he or they shall attain the said Age, and while he or they continue Protestants, be disabled from aliening, giving, granting, bargaining, selling, or otherwise conveying away the said Manors, Messuages, Advowsons, Tythes, Lands, Tenements, and Hereditaments, or any other the Premises hereby settled, or any Part thereof, but may alien, give, grant, bargain, sell, or otherwise convey away the same Premises or any Part thereof as freely and absolutely as he or they might have done if this Act had never been made: Provided also, that no Person or Persons shall be disabled to execute all or any the Powers expressed in the said recited Settlement, or any the Powers by this present Act of Parliament given, and which are hereby, or shall be by express Words vested in him or them; nor shall any Acts to be done pursuant to and in execution of the said Powers or any of them be rendered or deemed void.

Conveyances
to be void.

after the
Death of
Alienor.

Certain Per-
sons not dis-
abled from
alienating.

No Person
to be dis-
abled from
executing
the Powers
of the Settle-
ment or of
this Act.

IX. Provided always, and be it further enacted and declared by the Authority aforesaid, That it shall and may be lawful to and for the First and all and every other Son and Sons of the Body of

D

the

Power of
Alienating.

the said *George Talbot*, Son of the said *Gilbert Talbot*, to be begotten, and the several and respective Heirs Male of the Body or Bodies of all and every such Son and Sons issuing, and to and for the First and all and every the Son and Sons of the Body of the said *John Talbot* of *Longford* lawfully to be begotten, and the several and respective Heirs Male of the Body or Bodies of all and every such Son and Sons issuing, and also to and for all and every other Person and Persons to whom the said Manors, Lands, Tenements, Hereditaments, and Premises are by this Act of Parliament limited, successively as aforesaid, when they shall respectively be in the actual Possession of the Freehold of the said Manors, Lands, Tenements, Hereditaments, and Premises, by any Deed or Deeds, Writing or Writings, to be by them respectively signed, sealed, and executed in the Presence of Two or more credible Witnesses, to grant, lenth, or appoint so much of or out of the said Manors, Lands, Tenements, Hereditaments, and Premises (other than and except the said Manors, Lands, Tenements, and Hereditaments in the said County of *Oxon*,) as shall not exceed the yearly Value or Sum of Two thousand Pounds, subject to such Joyntures, Leses, Charges, and Estates as shall happen to be thereof made, by virtue of any the Powers contained in the said recited Settlement or in this present Act contained, unto and to the Use of any Woman or Women which he or they shall marry, for the Lives of such Women respectively only, for her or their Joynture or Joyntures, such Assignments, Limitations, or Appointments to be made before, or after Marriage, and to take effect respectively from and after the Death of the said Persons who shall make the same, so as every such Joynture shall respectively be made and expressed to be and shall be accepted by such Woman or Women respectively in full Recompence, Lesu, and Satisfaction of her and their Dower and Thirds at Common Law which she or they might otherwise have, claim, challenge, or demand of, in, to, or out of all or any the said Manors, Lands, Tenements, Hereditaments, and Premises.

*Power of
leasing.*

X. Provided also, and be it further enacted and declared by the Authority aforesaid, That it shall and may be lawful to and for the First and all and every other Son and Sons of the Body of the said *George Talbot*, Son of the said *Gilbert Talbot*, lawfully to be begotten, and the several and respective Heirs Male of the Body or Bodies of all and every such Son and Sons lawfully issuing, and to and for the First and all and every other Son and Sons of the Body of the said *John Talbot* of *Longford* lawfully to be begotten, and the several and respective Heirs Male of the Body or Bodies of all and every such Son and Sons lawfully issuing, and also to and for all and every other Person and Persons to whom the said Manors, Lands, Tenements, Hereditaments, and Premises are limited by this present Act of Parliament successively as aforesaid, by any Deed or Deeds, Writing or Writings, by them respectively to be signed in the Presence of Two or more credible Witnesses, to demise or lease all or any Part or Parts of the said Manors, Lands, Tenements, Hereditaments, and Premises whereof the Person making such Lease shall be actually possessed, except the Capital Messuage, Outhouses, Gardens, and Park of *Heathcote* in the County of *Oxon*, to any Person or Persons, in possession, and not in reversion, for the Term of Three Lives or One-and-twenty Years, or for any Term or Number of Years determinable upon

upon the Death or Determination of Three Lives, so as upon all and every such Lease and Leases there be reserved and made payable yearly during the Continuance thereof the usual and accustomed yearly Rents, Beances, and Services for the same, and so as in every such Lease there be contained a Condition of Re-entry for Non-payment of the said Rent and Rents thereby to be reserved, and so as the Lessee and Lessees to whom such Lease and Leases shall be made do seal and execute Counterparts of such Lease and Leases.

XI. Provided also, and be it further enacted and declared by the ~~Broadstone~~ Authority aforesaid, That if the said *George Talbot, Son of the said Gilbert Talbot*, shall happen to die without any Issue Male of his Body living at his Death, and if the said *John Talbot of Longford* shall also die without any Issue Male of his Body living at his Decease, then from and after the Decease of the Survivor of them the said *George Talbot* and *John Talbot* such other Person and Persons, who for the Time being shall be entitled to the Freehold of the said Manors and Premises in the County of Oxford by virtue of this present Act of Parliament, shall successively receive the Rents, Issues, and Profits of the said Farm called *Broadstone Farm*, and of all other the Premises held by the said Lease made by the said Principal and Scholars of *King's Hall College of Brasen Nose* in the University of Oxford, during the Continuance of the same Lease, and of any future Lease or Leases thereof hereafter to be obtained from the said College, pursuant to the Trust herein-before contained concerning the remaining the same.

XII. Provided always, and be it further enacted and declared by the Authority aforesaid, That nothing in this Act contained shall anyways extend or be construed to extend to settle, enquire, or otherwise affect the Manor of *Nease*, with its Rights, Members, and Appurtenances, in the County Palatine of *Chester*, or any other the Lands, Tenements, and Hereditaments of the said *John Talbot, Son of Thomas Talbot of Longford*, in *Nease* or elsewhere in the said County of *Chester*, or the several Manors of *Longford*, *Church Aston* alias *Little Aston* alias *Aston Parva*, *Edgmond* alias *Edgmondon*, *Longueville* alias *Longfield* alias *Cheyne Longueville*, the Advowson of the Church of *Longford*, the Moiety of the Manor of *Newport*, with their respective Rights, Royalties, Members, and Appurtenances, in the County of *Salop*, or any the Lands, Tenements, or Hereditaments of the said *John Talbot, Son of Thomas Talbot aforesaid*, in *Longford*, *Brockton*, *Cheshill* alias *Cheshill*, *Church Aston* alias *Little Aston* alias *Aston Parva*, *Edgmond* alias *Edgmondon*, *Cheteyne*, *Whit-Church*, *Longueville* alias *Longfield* alias *Cheyne Longueville*, and *Newport*, or any or either of them, or elsewhere in the County of *Salop*, or the Manor or Castle of *Penbridge* and *Newton* alias *Welsh Newton* in the County of *Hereford*, or any the Lands, Tenements, or Hereditaments of the said *John Talbot, Son of Thomas Talbot aforesaid*, in *Penbridge*, *Newton* alias *Welsh Newton*, *Garway*, *St. Waynards*, *Longarren*, *Whit-Church*, and *Gowerton*, or elsewhere in the County of *Hereford*, or the Manors of *Bittishy* alias *Bittesby* in the Counties of *Warwick* and *Leicester*, or any the Lands, Tenements, and Hereditaments of the said *John Talbot, Son of Thomas Talbot aforesaid*, in *Bittishy* alias *Bittesby* and *Cleybrooke*, or elsewhere in the Counties of *Warwick* and *Leicester* or either of them, or the divided

*Entire in
which this
Act shall
not apply*

divided Moltay of the Manor of *Wiggold* in the County of *Gloucester*, or any the Lands, Tenements, and Hereditaments of the said John Talbot, Son of *Thomas Talbot* aforesaid, in *Wiggold* and *Cirencester* or elsewhere in the County of *Gloucester*, or the Manner of *Berward Scott* alias *Boreward Scott* alias *Buscott* alias *Philpot's Court* alias *Philpot's Court*, and the Third Part of the Advowson of *Buscott*, in the County of *Berk*, or any the Lands, Tenements, and Hereditaments of the said John Talbot, Son of *Thomas Talbot* aforesaid, in *Boreward Scott* alias *Buscott*, or elsewhere in the County of *Berk*, or any other the Manners, Lands, Tenements, or Hereditaments whereof or wherein the said John Talbot, Son of *Thomas Talbot* of *Longford*, or any other Person or Persons in trust for him, is or are seized, in possession, reversion, remainder, or expectancy (except the Manners, Lands, Tenements, and Hereditaments mentioned and comprised in the said Indenture Tripartite of Settlement dated the Thirty-first Day of *October* in the Year of our Lord One thousand seven hundred, and in the said last Will and Testament of the said Earl and Duke of *Shrewsbury*), the Manners, Lands, Tenements, and Hereditaments of the said Earl and Duke comprised in the said Settlement and Will (except all Lands, Tenements, and Hereditaments in County of *Mid-dlesex*, herein-before excepted), and no other, being intended to be entailed and settled by virtue of this present Act, anything herein-before contained to the contrary thereof in anywise notwithstanding.

Nothing intended to be settled except the Premises comprised in the Settlement and Will of the Duke.

Saving to the Duchess.

XIII. Saving to the Most Noble Lady *Adelaide* now Duchess of *Shrewsbury* all such Estate, Right, Title, and Interest as she has or claims for her Life in and to the said annual Sum of Twelve hundred Pounds, or the Manners, Lands, Tenements, and Hereditaments charged with the Payment thereof, as fully as if this present Act had never been made.

Saving of certain Annuities.

XIV. Saving also to *Charles Gaddes*, *James Morgan*, *Joseph Cheneay*, *Thomas Power*, *Thomas Burford*, *Charles Venable*, and *Thomas Venable* their several Annuities to them respectively devised for their respective Lives by the said recited Will of the said *Charles Duke of Shrewsbury*, together with the Remedies by the said Will provided for recovering the said respective Annuities, as fully as if this Act had never been made.

General Saving.

XV. Saving also and reserving to our Sovereign Lord the King, His Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, their Heirs, Successors, Administrators, and Assigns (other than and except the said *Gilbert Earl of Shrewsbury* and his Heirs and Assigns, the said *George Talbot*, Brother of the said Earl of *Shrewsbury*, and the Issue Male of his Body, and the said *John Talbot of Longford*, and the Issue Male of his Body), all such Right, Title, Claim, or Demand whatsoever, as they, every or any of them, might, could, or ought to have had, claimed, held, or enjoyed in case this Act had never been made; anything herein-before contained to the contrary notwithstanding.

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